



COUNTY OF MADISON, VIRGINIA

REQUEST FOR COUNTY ATTORNEY PROPOSALS

Issue Date: July 11, 2018

Due Date and Time: **August 13, 2018 at 10:00 AM**

Anticipated Interview Date: August 28, 2018

Anticipated Award Decision Date: September 28, 2018

RFP #: 180711

Issuing Agency: Madison County Administrator's Office
302 Thrift Road
P.O. Box 705
Madison, VA 22727

Procurement Contact: Jack Hobbs, County Administrator
Phone: 540-948-7500
E-mail: jhobbs@madisonco.virginia.gov

The Madison County Board of Supervisors requests proposals from qualified individuals or firms willing provide services as the Madison County, Virginia County Attorney. A copy of the request for proposals document is available at www.madisonco.virginia.gov. All proposals shall be delivered in hard copy and digital format per the RFP document to 302 Thrift Road, Madison, VA 22727 no later than 10:00 AM on August 13, 2018. This procurement shall utilize competitive negotiation.

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I. General Information & Background

- a. Madison County is a rural community located just north of Virginia's geographic center. Nestled below the magnificent Blue Ridge Mountains, the County displays the best of the Virginia Piedmont's character. The County comprises 327 square miles and had a 2016 population of approximately 13,078.
- b. Good information on Madison County can be found in documents such as the Comprehensive Plan, annual budget and financial audit reports. Electronic copies of these documents are available on the County web site (<http://www.madisonco.virginia.gov/>).
- c. In the Madison County budget for fiscal year 2018–2019, the County Attorney's annual compensation is \$56,717, and the amount budgeted for additional legal services is \$15,000.
- d. The current County Attorney for Madison County, V. R. Shackelford III, who has been serving since 1976, has given notice that he plans to retire as Madison County Attorney upon the earlier of June 30, 2019 (end of the 2018–2019 fiscal year) or the date that the next County Attorney for Madison County begins work.

II. Qualifications and Scope of Work

- a. The Madison County Board of Supervisors intends to procure the services of a qualified County Attorney (hereinafter sometimes called "Contractor") pursuant to §15.2-529 and § 15.2-1542 of the Code of Virginia through this Request for Proposals. The individual serving as County Attorney works at the direction and under the general oversight of the Board of Supervisors and provides legal counsel to most County boards, committees and personnel including constitutional officers. It is anticipated that this will be via an independent contractor arrangement but may involve direct employment if that best suits the interests of Madison County.
- b. It is envisioned that the individual appointed to serve as County Attorney will:
 - i. possess a juris doctorate degree from an accredited law school,
 - ii. have experience as a practicing attorney in local government law in Virginia,
 - iii. be a member of the Virginia State bar and be licensed to practice law in the Commonwealth of Virginia, and
 - iv. be admitted to practice law in all Virginia state courts.
- c. It is anticipated that the individual appointed to serve as County Attorney will possess the following:
 - i. Knowledge of Virginia local government law, legal precedents, court cases and administrative regulations, especially as pertains to land use, taxation, contracts, real estate and eminent domain, public sector employment law, constitutional law and civil litigation.
 - ii. Excellent negotiating skills.
 - iii. A high degree of diplomacy.
 - iv. Mature judgment.

- v. The ability to provide informed interpretation and appropriate application of governing law, regulations, policies and procedures.
 - vi. The ability to perform legal research and write legal memoranda.
 - vii. Excellent interpersonal, written and oral communication skills.
 - viii. The ability to manage conflict professionally and effectively. Familiarity with Madison County, its local government and current events is desirable.
- d. The County Attorney shall be expected to perform the duties found in §15.2-1542 of the Code of Virginia and any and all other duties and functions that the Board of Supervisors shall assign. County Attorney duties include:
- i. Advising the governing body and all boards, departments, agencies, officials, employees and constitutional officers in the County in civil matters.
 - ii. Issuance of formal written opinions, and issuing informal and routine non-written opinions in areas such as zoning, subdivision and site plan matters, procedures, procurement, FOIA, conflict of interest, etc.
 - iii. Drafting ordinances and resolutions for review and eventual adoption.
 - iv. Preparation of public hearing notices.
 - v. Answering questions raised by the Sheriff, the Commissioner of the Revenue, the Treasurer and the County Administrator or his staff. Other counsel is employed by the Madison County Treasurer (for the purposes of real estate sales associated with the tax collection program administered by that office), the Madison County School Board, and the Madison County Department of Social Services.
 - vi. Attending meetings of the Board of Supervisors, Planning Commission and other bodies as necessary.
 - vii. Writing and reviewing contracts, leases, deeds, policies, agenda item material and other documents.
 - viii. Holding conferences with elected officials, committee members and County staff to advise on the state of laws generally so as to avoid future problems.
 - ix. Performing all other civil duties not specifically excluded.
 - x. Assisting County staff as required.
- e. It is anticipated that litigation and other extraordinary legal services will be excluded from the services to be compensated by the annual compensation amount, and that litigation and other extraordinary legal services will be billed at an hourly rate as authorized from time to time by the Board of Supervisors. For legal services to be deemed extraordinary for purposes of this paragraph and paragraph b of Section IV, such determination must be approved by the County Administrator in advance.
- f. It is anticipated that the Contractor will participate in professional associations such as the Local Government Attorney's Association of Virginia, with annual membership dues in the Local Government Attorney's Association of Virginia to be paid by the County. It is anticipated that the Contractor will attend conferences and obtain continuing education at his own expense.
- g. It is anticipated that while serving as the Madison County Attorney, Contractor will agree not to engage in the private practice of law in any matter that would be a conflict of interest. It is expected that while serving as the Madison County

Attorney, Contractor will endeavor to avoid situations that could be perceived as creating the appearance of a conflict of interest with Madison County.

III. Proposal Format

- a. Proposals are to be submitted in a simple and economical format, which allows uniform review and easy access to information by evaluators. Emphasis should be placed on completeness and clarity of content.
- b. Each printed and electronic copy of the proposal is to be bound or contained in a single volume. All documents that pertain to the proposal should be contained in that single volume.
- c. Proposals should be organized in the order in which the requirements are presented in the Request for Proposal (RFP).
 - i. The cover page at the end of this RFP.
 - ii. An introductory letter of interest containing a statement by the proposer evidencing an understanding of the work to be done as set forth in this RFP, including an acceptance of the terms of this RFP should be provided.
 - iii. A table of contents, which cross-reference the RFP requirements, should be provided. All pages of the proposal should be numbered. All submissions are to be in a narrative form and address the requirements set forth in this RFP.
 - iv. A Statement of Qualifications including any additional information that the Contractor considers pertinent to its qualifications and which respond to the Scope of Services described should be provided. "Additional information" includes but is not limited to:
 1. Biographical data on the individuals who will be assigned to the project, including their relevant experience for Virginia local governments by locality. The individual who would be designated the "County Attorney" should be clearly identified.
 2. All current certifications, related experience, training, and education of the personnel proposed.
 - v. Narratives clearly articulating the scope of work proposed, exceptions to items listed in the RFP and a draft contract in comparable form to the one at the end of this RFP, conditions, etc. should be provided.

IV. Contract Form

- a. The County Attorney is an at-will appointment and the appointment may be terminated for or without cause by the Board of Supervisors at any time. It is anticipated that the initial term of contract will be for a two-year period with the intent that it shall be renegotiated for renewal biannually starting in January, 2020.
- b. It is anticipated that the contract will provide for an annual amount of compensation for a general grouping of services, with per hour provisions for litigation and other extraordinary legal services.

V. Submittal Instructions

- a. An authorized representative of the Contractor is expected to sign the proposal.
- b. In order to be considered for selection, all contractors must submit a complete response to the RFP. Ten (10) paper copies of each proposal and one digital copy (pdf format on a memory stick in a single file) must be submitted to the County. The Contractor shall make no other distribution of the proposal. Packages containing proposals are to be marked accordingly per instructions on the RFP cover page.
- c. Addenda will be issued if necessary. It is the sole responsibility of the vendor to be aware of addenda which will be posted on the Madison County web page. It is anticipated that no addenda will be issued less than three days before the due date.

VI. Evaluation & Award

Madison County will invoke the exemption at §2.2-4344 A2 of the Code of Virginia which exempts the procurement of legal services from the terms of the Virginia Public Procurement Act. However, it is anticipated that legal services proposals will be evaluated as outlined below:

- a. An Evaluation Committee shall be formed to review and/or screen all submittals.
- b. Each submittal will be reviewed by the Board of Supervisors who has full discretion in this procurement, including suspending the terms of this request for proposal and proceeding as it deems appropriate. Important factors include:
 - i. Experience in working with Virginia local government governing bodies
 - ii. Understanding of municipal government issues and municipal law
 - iii. Familiarity with personnel related matters, including but not limited to personnel handbooks, grievance law, and fair employment practices.
 - iv. Understanding of zoning and property issues
 - v. References and recommendations from local government.
- c. The County shall engage in individual negotiation and discussions with one or more Contractors deemed fully qualified, responsible and suitable on the basis of initial responses to provide the required services. Repetitive informal interviews are permitted. Contractors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract as well as alternative concepts. On the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the County shall select the Contractor whose price, qualifications, and proposed services are deemed most meritorious. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Contractor. Otherwise, negotiations with the Contractor ranked first shall be formally terminated and negotiation conducted with the Contractor ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the County determine

in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Contractor. The County reserves the right to award any item or combination of items in the Scope of Services.

- d. The Request for Proposal and all documents contained herein shall become of the part of the contract executed between the Contractor and the County of Madison, VA.

Appendix A: Proposal Cover Sheet

COUNTY OF MADISON, VIRGINIA RFP #180711

County Attorney Services

Issue Date: July 11, 2018

Due Date & Time: August 13, 2018 at 10:00 AM

(COMPLETE THIS SHEET AND RETURN AS A COVER PAGE FOR THE PROPOSAL)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to Jack Hobbs at jhobbs@madisonco.virginia.gov at least seven days before the deadline. Answers will be posted in addendum form on the Madison County web site at least 48 hours prior to the deadline. It is the offeror's responsibility to obtain addenda.

ADDRESS: Proposals should be mailed or hand delivered to: **Madison County; 302 Thrift Road/P.O. Box 705; Madison VA 22727**. Reference the Due Date and Hour and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with the Request For Proposals and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	
DBA Name & Location of Local Office		Mailing Address	Corporate/Home Office Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	E-mail Address	Toll Free Number	Fax Number

References:

Organization	Contact name, phone number & e-mail:	Scope of Work:
Organization	Contact name, phone number & e-mail:	Scope of Work:
Organization	Contact name, phone number & e-mail:	Scope of Work:

Appendix B: Anticipated Contract

THIS CONTRACT OF REPRESENTATION, made and entered into this ____ day of _____, 2018, by and between **THE BOARD OF SUPERVISORS FOR THE COUNTY OF MADISON, VIRGINIA**, party of the first part, hereinafter called "**COUNTY**"; and _____, Esquire, party of the second part, hereinafter called "**ATTORNEY**"

WITNESSETH:

WHEREAS, the **COUNTY** is empowered pursuant to the provisions of §15.2-529 and §15.2-1542 of the Code of Virginia to create, appoint and fix the salary for the office of the County Attorney for the County of Madison; and

WHEREAS, the **COUNTY** and **ATTORNEY** have entered into certain negotiations and the **COUNTY** is desirous of appointing **ATTORNEY** as County Attorney.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH that, for and in consideration of the sum of \$_____ per year paid by the **COUNTY** to **ATTORNEY** in equal monthly installments in arrears and the sum of \$_____ per hour for appearances in connection with **ATTORNEY's** representation of the County of Madison in any matters involving litigation or other extraordinary legal services as more fully hereinafter set forth, **ATTORNEY** agrees to serve as County Attorney for the County of Madison, Virginia, and the parties further covenant and agree as follows:

1. The duties of the **ATTORNEY** shall be as follows:

- a. Advising the governing body and all boards, departments, agencies, officials, employees and constitutional officers in the County in civil matters.
- b. Issuance of formal written opinions.
- c. Drafting ordinances which do not require an entire new chapter of the Madison County Code of Ordinances.
- d. Answering questions raised by the Sheriff, the Commissioner of the Revenue, the Treasurer and the County Administrator or his staff.
- e. Attending meetings of the Board of Supervisors and Planning Commission as necessary. **ATTORNEY** will attend three regularly scheduled monthly meetings of the Board of Supervisors each month.
- f. Issuing informal non-written opinions on zoning matters.
- g. Issuing informal non-written opinions on subdivision matters.
- h. Updating the County Code as needed and interfacing with the County's code maintenance service as needed.
- i. Holding conferences with Board members, County employees and committee appointees to advise on the state of laws generally so as to avoid future problems. For example, annual trainings on meeting the provisions of the Virginia Freedom of Information Act and the Virginia Conflict of Interests Act and the Virginia Public Procurement Act are expected.
- j. Performing all other civil duties not specifically excluded.
- k. Attending staff meetings and generally being present at the County offices on a scheduled but infrequent basis as may be necessary in connection with the faithful performance of the duties of County Attorney.

1. Similar but infrequent services for County-affiliated agencies such as the Board of Zoning Appeals, Madison County Parks and Recreation Authority, Madison County Industrial Development Authority.
- m. Serve as principal staff to the Madison County Industrial Development Authority.
2. Litigation and other extraordinary legal services are specifically excluded from the legal services shall be compensated by the annual compensation amount of \$____. Litigation and other extraordinary legal services are to be billed at the hourly rate of \$____ noted above; provided, however, for legal services to be deemed extraordinary for purposes of this Contract, such determination must be approved by the County Administrator in advance.
3. **COUNTY** will pay the annual membership fee for the County Attorney in the Local Government. Attorney's Association of Virginia.
4. **ATTORNEY** will maintain professional liability insurance naming Madison County, the Board of Supervisors of Madison County, it's employees and agents as additional named insureds in the amount of \$____, and **ATTORNEY** shall provide a certificate of insurance evidencing such coverage to the County Administrator upon request.
5. **ATTORNEY** agrees to comply with the Virginia conflicts of interest law and the Virginia Code of Professional Responsibility. **ATTORNEY** agrees not to engage in the private practice of law in any matter that would be a conflict of interest with his representation of **COUNTY**.
6. It is understood that the County Attorney serves at the pleasure of the Madison County Board of Supervisors and can be terminated for or without cause by the Board of Supervisors and without penalty to Madison County or the Madison County Board of Supervisors; provided, however, in the event of termination without cause, **ATTORNEY** shall be paid pursuant to this Contract up to the date of termination on a prorated basis. No severance or termination fee is offered or implied by this contract.
7. The initial term of this contract shall commence upon the date it is signed and shall expire on December 31, 2019. It is intended that it shall be renegotiated for renewal biannually starting in January, 2020; as such the County Attorney is subject to reappointment during the first meeting of the term following an odd-year general election, i.e. after new members of the Madison County Board of Supervisors are elected. If **ATTORNEY** is not reappointed, then this contract becomes null and void and the County Attorney position shall be considered vacant.

IN WITNESS WHEREOF, the **Chairman of the Madison County Board of Supervisors**, pursuant to a motion passed by the Board of Supervisors for the County of Madison authorizing him to act on its behalf in this matter, and _____, Esquire, hereunto place their signatures on the day first above-written. [\(Add signature blocks here\)](#)